

CLAIM SUMMARY / DETERMINATION FORM

Date	: 7/27/2009
Claim Number	: 906042-001
Claimant	: Great American Insurance Company
Type of Claimant	: Corporate (US)
Type of Claim	: Limit of Liability
Claim Manager	: [REDACTED]
Amount Requested	: \$299,800.00

EXECUTIVE SUMMARY:

On December 23, 2004, the F/V NEW HORIZON, a 61-ft., single screw steel hulled fishing vessel was returning from a fishing trip off of the Channel Islands, CA. The master, Mr. [REDACTED], was asked to slow his vessel in a 2-3 foot chop to allow another vessel to ride in his wake. When Mr. [REDACTED] slowed his vessel, it began to list (lean) to starboard eliciting an offer from a crewmember to add ballast to the port tank. The vessel continued to roll to starboard and eventually capsized throwing the crew of 5 into the sea where they were recovered.

Although no investigation was conducted or provided by the insurers, the claimant contended the sinking was the result of high seas. The seas, as mentioned, were reported as a 2-3 foot chop and the smaller vessel astern remained upright and seaworthy during the incident. Despite the lack of an investigation, it was learned that the vessel had been converted to a purse seiner from being a long liner with a 15-foot beam four years earlier. After the conversion, the vessel owner's surveyor recommended a stability analysis. Despite this recommendation, no stability analysis was ever conducted.

It was learned that at the time of the capsizing, the master no fuel in the vessel's keel tanks (stable lower tanks) and had minimal fuel in the other tanks. Additionally, the load (catch) was described as overtopping the bin boards in the main hold. Based on the limited facts available, it appears that the vessel rolled and capsized as a result of instability caused by the master's negligent loading and operating of the vessel.

INCIDENT INFORMATION:

On December 23, 2004, the F/V NEW HORIZON, a 61-ft., single screw, steel hulled purse seiner was returning from a fishing voyage near Santa Cruz Island, CA in the Channel Islands off of Santa Barbara, CA when it flooded and capsized. The casualty occurred in the vicinity of a sensitive marine sanctuary. As a result, Vessel Assist spent the entire morning on the day of the incident, placing air bags and attempting to tow the vessel from the marine sanctuary. During December 23rd and 24th, the vessel was towed to a location approximately 6.5 miles north-west of Ventura and about 1 mile offshore, in approximately 60 feet of water.

Prior to this incident, the vessel had undergone some major reconstruction changing it from a long liner to a purse seiner. The last known Survey Report performed on this vessel was dated 29 July 2000 by Mr. [REDACTED], NAMS-CMS. This survey was performed strictly for valuation purposes. Nevertheless, it's important to note that

the surveyor for this uninspected fishing vessel specifically stated on page 5 of 10, paragraph 4 and on page 9 of 10, item #2 of Recommendations...*”Provide stability letter and Instructions to Master, referencing purse seine and brailing operations. Vessel had been converted to include purse seine fishing, together with hydraulic boom, power block, brailier, purse seine net and skiff. Stability test has not been conducted since conversion to purse seiner.”*¹

Notwithstanding the fact that the vessel had undergone major reconstruction changing it from a long liner to a purse seiner, the Master, Mr. [REDACTED], returned from his voyage low on fuel and with a full catch.² The NOAA website providing official climatic data for that particular region noted that on the day of the casualty the sea state was relatively calm with mild winds. No weather warnings were posted, projected, or broadcast for the area at the time of the incident. (See, Enclosure (1) NOAA Buoy Data Info with charts/graphs).

The vessel’s crew consisted of 5 people. Preceding the incident, the vessel had been loaded with approximately 15-18 tons of squid. The catch was all in the main hatch compartment and had cleared the top of the bin boards.³ The vessel only had approximately 1,000 gallons of diesel in its five tank fuel system, which has a capacity of more than 5,400 gallons. Based on the amount of fuel in the tank(s) at the time of the incident, the vessel was down approximately 15 tons of fuel.

Shortly after the casualty occurred, the Master of the F/V NEW HORIZON, Mr. [REDACTED], stated that he encountered 2-3ft wind chop with 15-20 knots of wind. He indicated that a smaller vessel asked him to wait so that the smaller vessel could tuck in behind him to make his ride smoother. Immediately after the Master slowed the vessel, they began a starboard list of approximately 5-10 degrees. The Master stated that one of his crewmen offered to pump water into the port well in order to offset the list. The decisions made and the events that occurred were controlled and executed by the Master. As a result, the Master’s loading and operation of the vessel created stability problems that ultimately resulted in the capsizing of the vessel.

In understanding the structural layout of the vessel, the fuel tanks are usually positioned lower in a vessel’s hull (shipboard diagrams not provided by the claimant). When the fuel tanks are topped off with fuel and possess their full weight, they normally serve to counteract the other weight located elsewhere on the vessel and also serve to counteract the vessel’s raised center of gravity; partially filled tanks can actually de-stabilize a vessel due to “free surface effect”. This vessel had a raised center of gravity resulting from the installation of purse seine equipment above deck which was also compounded by the fact that the fish holds were full and the underbelly was light which resulted in the ultimate rollover of the vessel.

TIMELINE OF ACTIONS TAKEN:

It is important to understand the timeline which pertains to this incident as the timeline demonstrates what the primary purpose of activities were at any given point in time. The

¹ See, Survey Report dated 29 July 2000, as provided by the claimant.

² See, Coast Claims First Report dated December 30, 2004 as provided by the claimant.

³ *Id.*

incident occurred on December 23, 2004. Immediately following the capsizing of the vessel and the reporting of the incident to the National Response Center (NRC) via report # 745136, Channel Watch Marine was activated to tow the vessel away from the vicinity of the marine sanctuary in order to mitigate damages from a potential oil spill until a salvor could be employed.

The vessel was towed to a shallow area approximately $\frac{3}{4}$ of a mile off the town of Dula, CA. Arrangements were made to have a vessel retrieve the full net of squid that was aboard the vessel at the time of the incident. Due to mudslides in the area, Channel Watch Marine was unable to tend to the vessel so Specialty Marine was hired to ensure the vessel was properly lit until it could be salvaged and they were to confirm the vessel was not leaking oil. NRC was hired to pump the fuel off of the vessel. However, on December 24, 2004 NRC determined that it could not simply pump off the fuel because the tanks were under pressure. Instead, on December 26, 2004, NRC's divers plugged the vents on the F/V NEW HORIZON to prevent any further discharge of oil. Due to impending bad weather, salvage efforts were placed on hold at this time.

On December 28, 2004, [REDACTED] (surveyor) instructed Channel Watch Marine to deploy an additional anchor in order to further secure the vessel in expected heavy sea conditions. Channel Watch Marine continued to monitor the vessel's position daily. By December 29, 2004, Fred Devine Diving & Salvage was contracted by the Pollution Underwriters of Great American Insurance to salvage the vessel. Due to logistical issues, the salvage operations were scheduled to commence on January 5, 2005. Channel Watch Marine was directed to monitor the vessel two times a day and to deploy a third anchor.

On January 7, 2005, [REDACTED] (surveyor) along with Fred Devine's salvage team met up in Ventura. They took a crew boat out and boarded the Connolly Pacific Crane Barge "D.B.Long Beach". At that time, the barge was sitting approximately one mile off site. Once aboard the barge, it was towed into position by Foss Maritime. The barge deployed two anchors, one to port and the other astern. The tug then positioned the barge within approximately 15 feet of the F/V NEW HORIZON off its starboard side forward of midships. After the barge was anchored, a safety meeting was held.

At about 9:35am PST, the first diver, (an employee of Fred Devine Diving & Salvage) entered the water to take some measurements. Conditions were excellent with no wind and hardly any swells. The first measurements the diver took were near the surface. The diver then descended in order to take more measurements. Within minutes of descending, the diver started screaming and asked to be pulled up. By the time the diver got to the surface and was placed in a rescue boat, he was unconscious. Approximately two hours later, the diver was pronounced dead. Coast Guard immediately ordered all operations ceased until an investigation could be completed.

Another weather front was expected and it was expected to last 1-3 days. Mr. [REDACTED] of Meredith Management was on scene and handling the claim on behalf of the pollution underwriters of Great American Insurance. Mr. [REDACTED] (surveyor) was also on scene handling the claim on behalf of the hull interests of Great American Insurance. At this point, the hull interests were becoming concerned that the longer the vessel remained afloat and not recovered, the longer it created a potential hazard to navigation.⁴

⁴ See, Status Report dated 7 January 2005 by [REDACTED] (surveyor) for the hull interests.

On January 10th and 11th, 2005, Specialty Marine was unable to visit the F/V NEW HORIZON due to mudslides from the rainstorms which caused road closures. The road closures included Hwy 101, which is the only freeway between Ventura and Santa Barbara. On January 12, 2005, Specialty Marine arranged for an alternate crew to check on the vessel. It was reported that the F/V NEW HORIZON was no longer floating and that a large “wish-bone” shaped tree was entangled in yellow rope. On January 13, 2005, Specialty Marine visited the site and confirmed that the vessel had sunk, and that a tree and several branches were entangled in yellow rope. When he tried to dislodge the tree, it was noticed that a green rope entangled the tree. Immediately after they were released from the tree, the ropes sank underwater. Specialty Marine then tied floating strobe lights to the two red marker buoys.

On January 14, 2005, Specialty Marine metered the vessel in about 70 feet of water, with the top of the vessel being approximated 20’ from the surface. The latest salvage attempts started up on January 25, 2005. By this time, the vessel had weathered three storms and finally sank to the ocean bottom in about 70 feet of water. Divers found the vessel in a somewhat vertical attitude with the bow buried approximately 14 feet in the mud. Over the next six days, divers worked on digging away mud and cutting holes along the port and starboard stern quarter where slings were attached. By the 4th or 5th day, it was realized that there was no way to uncover the bow in order to cut holes and/or run forward slings. [REDACTED], the salvage master, made the decision to raise the vessel using only the two stern slings. This decision ended up creating an additional delay as it was now necessary to attach shorter slings to account for the vessel’s vertical length as opposed to lifting it horizontally. Connolly Pacific, owner of the large crane, dispatched a rock barge to the location because they were not comfortable with the decision to lift the vessel with only the two stern slings and they did not want to risk swinging the vessel over the top of the barge and having it break free.

On January 23, 2005, it was reported that there was sheening at the vessel; NRC to handle all cleanup actions.

On February 1, 2005, the divers completed attaching the slings. The crane then began slowly lifting the vessel out of the water. When the vessel was between $\frac{2}{3}$ and $\frac{3}{4}$ of the way out of the water, the weight of the vessel caused the wire slings to rip through the hull of the boat cutting connecting fuel lines. The vessel was immediately lowered back to the water to prevent any potential damage to the crane. It is estimated that approximately 2-3 gallons of diesel was lost. NRC deployed sorbents and boom in order to contain the spill. The next day, a decision was made to move the crane and vessel closer to shore in shallower water. The shallower depth would allow the divers to stay down longer. They also hoped that the ocean bottom would not be as soft in shallower water. The vessel continued to sheen through the remainder of the salvage operations.

Once the crane was about $\frac{1}{2}$ mile off shore, the vessel was lowered back down to the ocean bottom. Pneumo readings indicated that the vessel was in 45 feet of water and the vessel was now lying flatter on the bottom. The entire bow was still caked in mud which now needed to be jet washed/hydro vacuumed to reduce weight and to allow access for cutting holes to attach bow slings. Also a channel needed to be cut away in the mud in order to run a messenger line beneath the vessel.

Divers worked the next 5 days washing mud away and digging out beneath the vessel for slings. Finally, on the evening of February 7, 2005, all four slings were attached and the vessel was successfully hoisted to the surface. Once at the surface, the crew began pumping mud/water from the boat to reduce the overall weight. NRC started the task of removing the fuel from the vessel. NRC removed approximately 1700-2000 gallons of contaminated diesel. After all the fuel was removed, the vessel was hoisted aboard the Connolly Pacific rock barge and prepared for its trip back to Long Beach.

THE CLAIM:

The claimant, Great American Insurance Company (GAIC), is the insurer for the owners of the F/V NEW HORIZON. This claim was submitted to the National Pollution Funds Center (NPFC) seeking compensation for the removal costs in excess of the vessel's limitation of liability that were incurred as a result of the sinking of the F/V NEW HORIZON pursuant to 33 U.S.C. 2708 & 2714. The claimant has asserted that it incurred costs in the amount of \$799,800.00. In this case, the vessel displaces 57 gross tons. When the vessel's gross tonnage is multiplied by \$600.00, the sum is \$34,200.00. As a result, under 33 U.S.C. § 2704 (a)(2)(as written when this incident occurred), the limit of liability (LOL) for this vessel is \$500,000.00 and the claimant seeks reimbursement in the amount of \$299,800.00 (\$799,800.00 total removal costs - \$500,000.00 OPA limit of liability = \$299,800.00 claimed compensation).

This claim submission included a cover letter⁵ dated January 31, 2006 and an attachment⁶ dated January 12, 2006 in which the claimant alleged the incident occurred as a result of the vessel capsizing in rough seas between Santa Cruz and Anacapa Island off of the coast of California.

The claim submission also included a binder, with a total of eight (8) tabbed sections. The sections were identified as follows: Initial Notification Photos, Meredith Management, Specialty Marine, Channel Watch, Gambol Marine, Fred Divine Diving & Salvage, Coast Claims and NRC.

APPLICABLE LAW:

33 U.S.C. 2704(c) (1) provides for exceptions for the limits of liability as follows:

Act of responsible party – subsection (a) does not apply if the incident was proximately caused by –

- (A) *gross negligence or willful misconduct of, or*
- (B) *the violation of an applicable Federal safety, construction, or operating regulation by,*

the responsible party, an agent or employee of the responsible party.....

33 U.S.C. 2708 (2) provides for recovery by the responsible party pursuant to a limitation of liability under section 2704.

⁵ Great American Insurance Company letter of 31 January 2006 to the NPFC

⁶ Great American Company document of 12 January 2006

33 U.S.C. 2708 (b): *“A responsible party is who is entitled to a limitation of liability may assert a claim under section 2713 of this title only to the extent that the sum of the removal costs and damages incurred by the responsible party plus amounts paid by the responsible party , for claims asserted under section 2713 of this title exceeds the amount to which the total of the liability under section 2702 of this title and removal and damages incurred by, or on behalf of, the responsible party is limited under section 2704 of this title.”*

33 U.S.C. 2701 (31): *““removal costs” means the costs of removal that are incurred after a discharge of oil has occurred or, in any case in which there is a substantial threat of discharge of oil, the costs to prevent, minimize, or mitigate oil pollution from such an incident.”*

33 CFR 136.105 (a) the claimant bears the burden of providing all evidence, information and documentation deemed necessary by the Director, NPFC to support the claim.

33 CFR 136.105(e)(6) each claim must include at least evidence to support the claim.

Under OPA 90, at 33 USC § 2702(a), responsible parties are liable for removal costs and damages resulting from the discharge of oil into navigable waters and adjoining shorelines, as described in Section 2702(b) of OPA 90. A responsible party’s liability will include *“removal costs incurred by any person for acts taken by the person which are consistent with the National Contingency Plan”*. 33 USC § 2702(b)(1)(B).

"Oil" is defined in relevant part, at 33 USC § 2701(23), to mean *“oil of any kind or in any form, including petroleum, fuel oil, sludge, oil refuse, and oil mixed with wastes other than dredged spoil”*.

The Oil Spill Liability Trust Fund (OSLTF), which is administered by the NPFC, is available, pursuant to 33 USC §§ 2712(a)(4) and 2713 and the OSLTF claims adjudication regulations at 33 CFR Part 136, to pay claims for uncompensated removal costs that are determined to be consistent with the National Contingency Plan and uncompensated damages. Removal costs are defined as *“the costs of removal that are incurred after a discharge of oil has occurred or, in any case in which there is a substantial threat of a discharge of oil, the costs to prevent, minimize, or mitigate oil pollution from an incident”*.

Under 33 USC §2713(b)(2) and 33 CFR 136.103(d) no claim against the OSLTF may be approved or certified for payment during the pendency of an action by the claimant in court to recover the same costs that are the subject of the claim. See also, 33 USC §2713(c) and 33 CFR 136.103(c)(2) [claimant election].

33 U.S.C. §2713(d) provides that *“If a claim is presented in accordance with this section, including a claim for interim, short-term damages representing less than the full amount of damages to which the claimant ultimately may be entitled, and full and adequate compensation is unavailable, a claim for the uncompensated damages and removal costs may be presented to the Fund.”*

Under 33 CFR 136.105(a) and 136.105(e)(6), the claimant bears the burden of providing to the NPFC, all evidence, information, and documentation deemed necessary by the Director, NPFC, to support the claim.

Under 33 CFR 136.105(b) each claim must be in writing, for a sum certain for each category of uncompensated damages or removal costs resulting from an incident. In addition, under 33 CFR 136, the claimant bears the burden to prove the removal actions were reasonable in response to the scope of the oil spill incident, and the NPFC has the authority and responsibility to perform a reasonableness determination. Specifically, under 33 CFR 136.203, “a claimant must establish -

- (a) That the actions taken were necessary to prevent, minimize, or mitigate the effects of the incident;
- (b) That the removal costs were incurred as a result of these actions;
- (c) That the actions taken were determined by the FOSC to be consistent with the National Contingency Plan or were directed by the FOSC.”

Under 33 CFR 136.205 “the amount of compensation allowable is the total of uncompensated *reasonable* removal costs of actions taken that were determined by the FOSC to be consistent with the National Contingency Plan or were directed by the FOSC. Except in exceptional circumstances, removal *activities* for which costs are being claimed must have been coordinated with the FOSC.” [Emphasis added].

Determination of the Claimant’s Entitlement to Limit Liability:

In general, OPA provides that “...*each responsible party for a vessel or a facility from which oil is discharged, or which poses the substantial threat of a discharge of oil, into or upon the navigable waters or adjoining shorelines...is liable for the removal costs and damages specified in subsection (b) that result from such incident.*” 33 USC 2702(a). This means that, generally, a responsible party (RP) is liable for all costs relating to a discharge of oil into navigable waters of the United States.

However, OPA allows certain RPs to limit their liability under certain conditions. At 33 USC 2704 OPA states the provisions for limiting liability. In pertinent part, 33 USC 2704 follows:

(a) General Rule.—Except as otherwise provided in this section, the total of the liability of a responsible party under section 1002 and any removal cost incurred by, or on behalf of, the responsible party, with respect to each incident shall not exceed—

(1) for a tank vessel, the greater of—

(A) \$1,200 per gross ton; or

(B)(i) in the case of a vessel greater than 3,000 gross tons, \$10,000,000; or

(ii) in the case of a vessel of 3,000 gross tons or less, \$2,000,000;

(2) for any other vessel, \$600 per gross ton or \$500,000, whichever is greater...

(c) Exceptions—

(1) Acts of Responsible Party.—Subsection (a) does not apply if the incident was proximately caused by—

(A) gross negligence or willful misconduct of, or

(B) the violation of an applicable Federal safety, construction, or operating regulation by, the responsible party, an agent or employee of the responsible party, or a person acting pursuant to a contractual relationship with the responsible party...

(2) Failure or Refusal of Responsible Party.—Subsection (a) does not apply if the responsible party fails or refuses—

(A) to report the incident as required by law and the responsible party knows or has reason to know of the incident;

(B) to provide all reasonable cooperation and assistance requested by a responsible official in connection with removal activities; or

(C) without sufficient cause, to comply with an order issued under subsection (c) or (e) of section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1321), as amended by this Act, or the Intervention on the High Seas Act (33 U.S.C. 1471 et seq.).

In the context of a limitation of liability analysis, NPFC defines willful misconduct and gross negligence as follows:

Willful misconduct: *“An act, intentionally done, with knowledge that the performance will probably result in injury, or done in such a way as to allow an inference of a reckless disregard of the probable consequences.”*

Gross Negligence: *“Negligence is defined as a failure to exercise the degree of care that a person of ordinary caution and prudence would exercise under the circumstances. A greater degree of care is required when the circumstances present a greater apparent risk. Negligence is “gross” when there is an extreme departure from the care required under the circumstances or a failure to exercise even slight care.”*

OPA provides financial limits on a responsible party’s liability for an incident. 33 U.S.C. 2704. Under the version of 2704 that was in effect when this incident occurred, , the limit of liability for the New Horizon would be \$500,000. If the vessel’s limit were upheld, the responsibly party would be entitled to a claim against the Fund for amounts paid in excess of the limit. However, section 2704 states that the limits on liability do not apply if the incident was caused by either the gross negligence or willful misconduct of, or the violation of an applicable safety, construction, or operating regulation, by the responsible party, an agent or employee of the responsible party, or a person acting pursuant to a contractual relationship with the employee.

The claimant bears the burden of providing all evidence, information, and documentation necessary to support a claim and a subrogee (insurer) must support a claim in the same manner as any other claimant. In this case, the claimant, Great American Insurance Company, has put forth sufficient evidence to support its claim and demonstrate that it is entitled to a limit on liability. Specifically, the claimant has met its burden of establishing the incident was not caused by the gross negligence of the responsible party or its employees.

While there are very specific federal regulations applicable to commercial fishing vessels in excess of 79 feet in length, the regulations were not implemented for the smaller fishing vessels.

After careful review and consideration, the facts concerning the capsizing of the F/V New Horizon are described below:

- a. The owner and Master were advised on 7/29/00, that due to the ‘major’ alterations of the vessel, a stability test should be conducted. Stability tests are used to assist owners and operators in knowing and understanding the safety considerations and parameters in the loading and use of the vessels.
- b. The Master and the insurer (claimant) declined to conduct the test even though the vessel had been reconfigured for a different type of fishing which significantly altered the vessel’s center of gravity and stability.
- c. The Master loaded his fish hold above the bin boards on 12/23/04.
- d. The Master was down to less than 20% fuel in his five tanks on 12/23/04.
- e. The Master was proceeding to Port and was asked to slow down by a smaller vessel.
- f. Upon the F/V New Horizon slowing down, the vessel started to roll to starboard and a mate mentioned adding ballast to a port tank.
- g. The F/V New Horizon continued to roll, capsized, and then floated due to the amount of air in the empty tanks in the stern.

The facts of this case do not show that this casualty was proximately caused by Mr. Gibbs’ willful misconduct or gross negligence. The evidence does not show that Mr. Gibbs either knew that an oil spill would occur or that he conducted the loading operations with a reckless disregard of the probability that an oil spill would occur. Although Mr. Gibbs’ negligence proximately caused this incident, his actions did not rise to the level of “gross negligence”. As a result, the claimant’s request for an entitlement to limit liability has been granted.

DETERMINATION OF LOSS:

A. Overview:

1. The FOSC coordination has been established by way of daily reports to the USCG of actions being taken by contractors hired by the the claimant’s contractors. The USCG issued a Notice of Federal Interest to the Master of the F/V NEW HORIZON.
2. The incident involved the discharge and continuing substantial threat of discharge of “oil” as defined in OPA 90, 33 U.S.C. § 2701(23), to navigable waters.
3. The claim was submitted on time.
4. The NPFC Claims Manager has thoroughly reviewed all documentation submitted with the claim and determined that the claimed removal costs were for actions in accordance with the NCP. The NPFC Claims Manager also determined that the costs for these actions were reasonable and allowable under OPA and 33 CFR § 136.205

with the exception of denied costs itemized in the attached Summary of Vendors spreadsheet: (See, Enclosure 1 – Summary of Vendors).

B. Analysis:

NPFC CA reviewed the actual cost invoices and dailies to confirm that the claimant had incurred all costs claimed. The review focused on: (1) whether the actions taken were compensable “removal actions” under OPA and the claims regulations at 33 CFR 136 (e.g., actions to prevent, minimize, mitigate the effects of the incident); (2) whether the costs were incurred as a result of these actions; (3) whether the actions taken were determined by the FOOSC, to be consistent with the NCP or directed by the FOOSC, and (4) whether the costs were adequately documented and reasonable.

The Claims Manager has confirmed that the response activities paid for by the claimant were response costs as the term is defined. While the invoices were helpful in showing some of the actions taken in the field at specific points in time, it is important to note that every action taken during a response is not fully captured in dailies or status reports. Documentation for the response activities in this case was made more difficult by the absence of Pollution Reports. In an effort to fill in any gaps in information, the claims manager spoke with NRC personnel, the USCG personnel at the unit level, and Mr. Tom Neumann of Meredith Management Group, who operated as the Spill Management Team for this incident.

A. Determined Amount:

The Claims Manager hereby determines that the claimant did in fact incur \$299,800.00 of uncompensated removal costs and that that amount is properly payable by the OSLTF as full compensation for the reimbursable removal costs incurred by the claimant and submitted to the NPFC under claim# 906042-001. The claimant states that all costs claimed are for uncompensated removal costs incurred by the claimant for this incident. The claimant represents that all costs paid by the claimant are compensable removal costs, payable by the OSLTF as presented by the claimant.

AMOUNT: \$299,800.00

Claim Supervisor: [REDACTED]

Date of Supervisor’s review: *8/27/09*

Supervisor Action: *Approved*

Supervisor’s Comments: